

Service Agreement

This service agreement ("**Agreement**") is concluded by and between the following parties:

- (1) **Radalko Technologies Limited** (seat: 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom; company registration number: 5035474; hereinafter: "**SunMoney**"), and
- (2) _____ (address: _____,
mother's name: _____; a hereinafter: "**Buyer**")

(hereinafter individually as "**Party**" and together as "**Parties**").

Recitals

- (A) SunMoney is the owner of solar panels of 250 W power and type SunMoney.
- (B) SunMoney utilises the solar panels by way of leasing them to operators ("**Operator**") of Solar Power Plants.
- (C) The Buyer wishes to buy parts of the solar panels and SunMoney wishes to sell the Solar Panel Part under the condition that SunMoney ensures the utilisation of the Solar Panel for a determined period.

THEREFORE, the Parties agree with respect to the here made statements, mutual undertakings and agreements as follows:

1. Definitions

If this Agreement does not state otherwise, the terms written in capitals have the meaning ascribed to them in the Standard Service Policy of SunMoney which document forms inseparable annex of this Agreement.

2. Subject of the Agreement

2.1. Under this Agreement, SunMoney provides the following services to the Buyer:

- (i) Pursuant to Section 3 of this Agreement, SunMoney sells and the Buyer purchases the part of the solar panel utilised in the Solar Power Plant by SunMoney of 250 W power and type SunMoney ("**Solar Panel**") which is included in the Package chosen by the Buyer ("**Solar Panel Part**"): [●].
 - W Business Package which corresponds to the ownership ratio of 10/250 of the Solar Panel;
 - kW Business Package which corresponds to the ownership ratio of 150/250 of the Solar Panel;
 - MW Business Package which corresponds to the ownership ratio of 1/1 of three Solar Panels and the ownership ratio of 150/250 of one Solar Panel;
 - GW Business Package which corresponds to the ownership ratio of 1/1 of 24 Solar Panels;
 - mW Business Package which corresponds to the ownership ratio of 0/250 of the Solar Panel;

- 1W Solar Panel Package which corresponds to the ownership ratio of 1/250 of the Solar Panel;
 - 2W Solar Panel Package which corresponds to the ownership ratio of 2/250 of the Solar Panel;
 - 5W Solar Panel Package which corresponds to the ownership ratio of 5/250 of the Solar Panel;
 - 10W Solar Panel Package which corresponds to the ownership ratio of 10/250 of the Solar Panel;
 - 50W Solar Panel Package which corresponds to the ownership ratio of 50/250 of the Solar Panel;
 - 100W Solar Panel Package which corresponds to the ownership ratio of 100/250 of the Solar Panel;
 - 500W Solar Panel Package which corresponds to the ownership ratio of 1/1 of two Solar Panels;
 - 1,000W Solar Panel Package which corresponds to the ownership ratio of 1/1 of four Solar Panels.
- (ii) SunMoney is entitled and obliged to ensure the utilisation of the Solar Panel Part to the Buyer for a definite period of 25 years from the payment of the Service Fee set forth in Section 2.3 of this Agreement in accordance with Section 4 of this Agreement;
- (iii) in case of the purchase of a Business Package, SunMoney shall provide a personal Online Sales Website to the Buyer; and
- (iv) Buyer instructs SunMoney and SunMoney undertakes to destroy the Solar Panel Part upon the termination of the period of 25 years indicated in this paragraph, taking into account that it becomes waste poisonous to the environment.

(The content of the above points 2.1 (i), (ii), (iii), (iv) are hereinafter together the **“Service”**)

- 2.2. Parties agree that the Service is indivisible, consequently SunMoney is not entitled to sell certain elements of the Service separately and Buyer is not entitled to claim certain elements of the Service separately.
- 2.3. Parties agree that the one-time fee of the Service is EUR [●] (**“Service Fee”**). Parties agree that the Service Fee includes the consideration for the Service determined in Section 2.1 of this Agreement.
- 2.4. Buyer shall pay the Service Fee to SunMoney within 8 days from the signing of this Agreement via one of the payment methods provided by SunMoney at the time of the conclusion of the agreement.
- 2.5. Parties agree that by payment of the Service Fee the possession of the Solar Panel Part shall be considered as transferred from SunMoney to the Buyer with respect to its sale pursuant to Section 2.1(i) of this Agreement; further the possession of the Solar Panel Part shall be considered as transferred from the Buyer to SunMoney with respect to the utilisation pursuant to Section 2.1 (ii) of this Agreement.

3. Provisions regarding the Sale and Purchase

- 3.1. SunMoney reserves its ownership right with respect to the Solar Panel Part until the full payment of the Service Fee.
- 3.2. If the Buyer does not pay the Service Fee within 15 days following the signing of this Agreement, this Agreement automatically terminates without any statement of the Parties.
- 3.3. SunMoney informs the Buyer that the co-owners of the Solar Panel waived their right of pre-emption in respect of the Solar Panel Part. By signing this Agreement, the Buyer waives its right of pre-emption in respect of the Solar Panel unconditionally, definitively and irrevocably. The Buyer acknowledges that SunMoney – as co-owner – reserves its right of pre-emption.

4. Provisions regarding the Utilisation of the Solar Panel Part

- 4.1. The Solar Panel Part is utilised in such way that the Buyer leases the purchased Solar Panel Part to SunMoney and SunMoney rents the Solar Panel Part and subleases it to the Operator for the purpose of utilisation.
- 4.2. Parties agree that SunMoney is entitled and obliged to continuously utilise the Solar Panel Part by subleasing it to the Operator.
- 4.3. Parties agree that SunMoney is entitled to decide about the place of the utilisation of the Solar Panel and the person of the Operator without the consent of the Buyer and is entitled to change the place of the utilisation or the person of the Operator under the term of the Service according to its discretion. SunMoney undertakes to inform the Buyer about the place of the utilisation of the Solar Panel, the total power of the Solar Power Plant in which the Solar Panel is placed and the person of the Operator upon written request of the Buyer via e-mail.
- 4.4. Parties agree that SunMoney shall maintain, repair, substitute (if needed) and renew the Solar Panel Parts and cover the costs thereof during the term of the Service.
- 4.5. Parties agree that they establish a restraint on alienation and encumbrance in favour of SunMoney for the period of the Service to secure the lease of SunMoney in respect of the Solar Panel Part: the Buyer is only entitled to transfer the ownership of or encumber the Solar Panel Part during the term of the Service under the conditions set forth in the Standard Service Policy, with the prior written consent of SunMoney.

5. Rent

- 5.1. SunMoney shall pay rent ("**Rent**") to the Buyer during the term of the Service each month, after the end of the month.
- 5.2. Parties determine that the Rent shall amount to EUR 80 / 1kW / year.
- 5.3. SunMoney shall make continuously available the sum of rents of the current month relating to the Solar Panel Part to the Buyer.
- 5.4. SunMoney settles the Rent against an accounting document submitted by the Buyer to SunMoney, within 48 hours from receipt of the accounting document.

6. Term and Termination of this Agreement

- 6.1. This Agreement cannot be terminated by ordinary termination.

- 6.2. Either Party may terminate this Agreement if the other Party commits a serious breach of this Agreement or of the Standard Service Policy and notwithstanding the Party's notice, the other Party does not remedy the serious breach of contract within 15 days. The breach of Sections 3.3.5, 6.2 or 6.5 of the Standard Service Policy qualify as serious breach of contract.
- 6.3. SunMoney is entitled to claim a default penalty of EUR 2,000 – instead of the termination set forth in Section 6.2 upon its discretion –, if the Buyer commits a serious breach of this Agreement or the Standard Service Policy.
- 6.4. In case of the termination of this Agreement for whatever reason, the Parties shall settle as set forth in the Standard Service Policy.

7. Call Option regarding the Solar Panel Part

- 7.1. Parties agree that if this Agreement is terminated for whatever reason, then SunMoney is entitled to exercise a call option ("**Call Option**") within 30 days from the termination of this Agreement in respect of the purchase of the Solar Panel Part acquired by the Buyer.
- 7.2. SunMoney is only entitled to exercise the Call Option if the Buyer did not inform SunMoney simultaneously with the termination of the Agreement that he/she/it sold the Solar Panel Part to a third person.
- 7.3. SunMoney shall pay the amount as consideration for the sale and purchase of the Solar Panel Part to the Buyer determined as follows: $[80\% \times (\text{Solar Panel Part (W)} \times 1,2 \text{ EUR})] - [4\% \times [80\% \times (\text{Solar Panel Part (W)} \times 1,2 \text{ EUR})] \times \text{time passed since the purchase (year)}]$.
- 7.4. The sale and purchase of the Solar Panel Part shall be performed on the date set forth in the notification sent by SunMoney to the Buyer or on another date determined by the Parties. At the sale and purchase, SunMoney shall pay the consideration for the Solar Panel Part calculated in accordance with Section 7.3 to the bank account determined by the Buyer. Parties agree that the sale and purchase shall be considered as performed by the irrevocable transfer of the consideration from SunMoney's bank account. The Buyer shall transfer the Solar Panel Part to SunMoney and sign all documents necessary to the performance of the transfer.

8. Miscellaneous

- 8.1. The provisions of the Standard Service Policy and the laws of the United Kingdom shall be governing in respect of the questions not regulated or not properly regulated in this Agreement. In case of any discrepancy between the Standard Service Policy and this Agreement, this Agreement shall prevail.
- 8.2. Parties agree to exclude the application of the Decree 12 of the year 1987 on the Declaration of the Agreement Concluded in Vienna on 23 May 1969 regarding the Law of Contracts.

HAVING READ AND INTERPRETED THIS AGREEMENT, the Parties execute this Agreement as being in full compliance with their contractual will and assume it as obligatory for themselves.